

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM362472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polyone Corporation		11/12/2015	CORPORATION: OHIO
Polyone Designed Structures and Solutions LLC		11/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Colormatrix Holdings, Inc.		11/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	100 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4766889	FLEXCART	
Registration Number:	4697998	REPRIZE	
Serial Number:	86606073	SYNPLAST	
Registration Number:	4672730	VERITY	
Registration Number:	4659865	DURAGARD	
Registration Number:	4622405	COLLABORATION. INNOVATION. EXCELLENCE.	
Registration Number:	4529575	COLLABORATION. INNOVATION. EXCELLENCE.	
Registration Number:	4518289	INTENSIFY	
Registration Number:	4508980	OPTICA	
Registration Number:	4507982	INVISIO	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(216) 586-3939		
Email:	skoston@jonesday.com		
Correspondent Name:	Jones Day		

TRADEMARK

Address Line 1:	901 Lakeside Avenue
Address Line 2:	North Point
Address Line 4:	Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	701213-283006 - SK
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NAME OF SUBMITTER:	Sheryl H. Love
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SIGNATURE:	/Sheryl H. Love/
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DATE SIGNED:	11/16/2015
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 12, 2015, by each of the undersigned (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "Collateral Agent"), and the Secured Parties.

WITNESSETH:

WHEREAS, the Pledgors are party to the Modification to Security Agreement dated November 12, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent and the Secured Parties pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, each Pledgor agrees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Secured Parties and the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the registered or applied for Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by such Pledgor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for any such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties and the Collateral Agent pursuant to the Security Agreement

and Pledgors hereby acknowledge and affirm that the rights and remedies of the Secured Parties and the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. In accordance with the provisions of the Security Agreement (including Section 11.4 thereto), the Secured Parties and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

Section 7. Existing Trademark Security Agreement. This Trademark Security Agreement supplements and amends, but does not replace, that certain Trademark Security Agreement dated December 21, 2011 by certain Pledgors in favor of Secured Parties and the Collateral Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

POLYONE CORPORATION

By: 

Name: Scott J. Leffler

Title: Vice President and Treasurer

POLYONE DESIGNED STRUCTURES AND
SOLUTIONS LLC

By: 

Name: Scott J. Leffler

Title: Chief Financial Officer

COLORMATRIX HOLDINGS, INC.

By: 

Name: Scott J. Leffler

Title: Treasurer

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Appln. No.	Reg. No.	Filing Date	Reg. Date	PLEDGOR
FLEXCART	86/140879	4766889	11-Dec-2013	07-July-2015	ColorMatrix Holdings, Inc.
rePrize	85/955173	4697998	10-Jun-2013	03-March-2015	ColorMatrix Holdings, Inc.
SynPlast	86/606073		22-Apr-2015		POLYONE CORPORATION
VERITY	86/083527	4672730	04-Oct-2013	13-Jan-2015	POLYONE CORPORATION
DURAGARD	85/288680	4659865	07-Apr-2011	23-Dec-2014	PolyOne Designed Structures and Solutions LLC
COLLABORATION. INNOVATION. EXCELLENCE.	86/083531	4622405	04-Oct-2013	14-Oct-2014	POLYONE CORPORATION
COLLABORATION. INNOVATION. EXCELLENCE.	86/083536	4529575	04-Oct-2013	13-May-2014	POLYONE CORPORATION
INTENSIFY	85/578317	4518289	23-Mar-2012	22-Apr-2014	POLYONE CORPORATION
OPTICA	85/770109	4508980	02-Nov-2012	08-Apr-2014	ColorMatrix Holdings, Inc.
InVisiO	85/935997	4507982	17-May-2013	01-Apr-2014	POLYONE CORPORATION